

Police Department
One Olde Half Day Road
Lincolnshire, IL 60069-3035
847•883•9900
847•883•9909 (FAX)



NARRATIVE

The Village of Lincolnshire was granted authority to operate an E-911 system by the Illinois Commerce Commission in Docket Number 90-0135.

The purpose for this petition is to request a plan modification of the original E-911 plan. The Lake County E.T.S.B. has agreed to allow wireline 911 calls originating within the Village of Riverwoods to go directly to the Village of Lincolnshire Public Safety Answering Point (PSAP). Presently, 911 calls made from within the Village of Riverwoods go directly to the Lake County Sheriff's Department P.S.A.P. Lake County will also be filing a petition for plan modification to address this request.

An Inter-governmental Agreement has been executed between Lake County, the Village of Lincolnshire and the Village of Riverwoods regarding this petition for plan modification. A copy of the Agreement is attached.

This Agreement is possible since the Village of Riverwoods has established its own Police Department and has entered into an Agreement with the Village of Lincolnshire to provide police and fire call handling and dispatching for the Village of Riverwoods. The Village of Riverwoods is served by the Riverwoods Police Department, and the Lincolnshire-Riverwoods Fire Protection District and the Deerfield-Bannockburn Fire Protection District. Fire and rescue 911 calls received for the aforementioned Fire Protection Districts are dispatched by RED (Regional Emergency Dispatch) Center.

Although Riverwoods will continue to be part of the Lake County Emergency Telephone System, its land-line police emergencies will be dispatched by the Lincolnshire P.S.A.P and fire/rescue emergencies will be transferred from the Lincolnshire P.S.A.P to RED Center for dispatch. A Call Handling Agreement between the Village of Riverwoods and the Village of Lincolnshire has already been entered into by both entities.

Even after ICC approval of plan modification, and pursuant to Illinois statute, the Lake County E.T.S.B. will continue to collect the \$.75 surcharge for the Village of Riverwoods residents. A separate, cost-sharing Inter-governmental Agreement has been executed between Lake County, the Village of Riverwoods and the Village of Lincolnshire regarding this revenue sharing. See previously attached Agreement.

LAKE COUNTY/VILLAGE OF LINCOLNSHIRE/VILLAGE OF RIVERWOODS
INTERGOVERNMENTAL AGREEMENT FOR
CALL ROUTING AND SURCHARGE REIMBURSEMENT

This agreement is entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY" and the Village of Lincolnshire, a municipal corporation, hereinafter referred to as "LINCOLNSHIRE" and the Village of Riverwoods, a municipal corporation, hereinafter referred to as "RIVERWOODS."

WHEREAS, the COUNTY owns and the Lake County Emergency Telephone System Board (the "LCETSB"), an agency of the COUNTY, operates a county-wide 9-1-1 Emergency Call Taking and Dispatching System pursuant to Illinois Statute (50 ILCS 750/0.01 *et seq.*); and

WHEREAS, RIVERWOODS is a member of the LCETSB pursuant to statutory referendum (50 ILCS 750/0.01 *et seq.*) but LINCOLNSHIRE formed its own Emergency Telephone System Board (the "LINCOLNSHIRE ETSB"), has its own public safety answering point (the "LINCOLNSHIRE PSAP") and is not a member of the LCETSB; and

WHEREAS, RIVERWOODS previously relied on the Lake County Sheriff's Office for police protection and the Lake County Sheriff's Office public service answering point (the "LAKE COUNTY SHERIFF PSAP") to receive 9-1-1 calls and dispatch emergency services but now has formed its own police department; and

WHEREAS, RIVERWOODS is contiguous to LINCOLNSHIRE, the two communities have cooperated in the past and have a preexisting communication infrastructure in place; and

WHEREAS, RIVERWOODS now desires to have its 9-1-1 calls answered and dispatched by the LINCOLNSHIRE PSAP and RIVERWOODS and LINCOLNSHIRE have entered into a contract (the "CONTRACT") for aforementioned call handling and dispatch services; and

WHEREAS, all three parties have agreed to cooperate to prepare and submit a modified 9-1-1 ESN Routing Change Agreement proposal to the Illinois Commerce Commission (the "ICC") in order that all 9-1-1 land line calls from RIVERWOODS be routed to the LINCOLNSHIRE PSAP for handling; and

WHEREAS, the COUNTY, RIVERWOODS, and LINCOLNSHIRE are authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into

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intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Subject to approval by the ICC, all landline calls received from within RIVERWOODS will be routed to the LINCOLNSHIRE PSAP. The LINCOLNSHIRE PSAP will provide all the call handling services for all 9-1-1 hard-wired line (i.e. land line) calls within the territory of RIVERWOODS. The LCETSB and the LINCOLNSHIRE ETSB will cooperate in submitting 9-1-1 ESN Routing Plan Modifications (the "PLAN MODIFICATIONS") to the ICC to effect such re-routing of calls and shall provide for such testing to ensure an orderly turnover of call-handling responsibility.
2. The LCETSB will continue to collect all surcharge funds arising from all hard-wired line facilities providing service to the territory within RIVERWOODS as well as the rest of the LCETSB'S service area pursuant to Illinois statute (50 ILCS 750/15.3).
3. The LCETSB will reimburse to LINCOLNSHIRE ETSB a proportionate share of the surcharge funds attributable to land-line 9-1-1 calls from within RIVERWOODS territory, up to a maximum of \$25,000.00 (twenty-five thousand dollars) per calendar year, to facilitate LINCOLNSHIRE PSAP's handling (taking calls and dispatching services) the 9-1-1 land-line, emergency calls emanating from telephone land lines within the RIVERWOODS territory. The payment of said funds will not occur unless and until LCETSB receives the surcharge funds from the telecommunications carriers who are charged by Illinois statute with collecting and disbursing said surcharge funds (50 ILCS 750 /15.3). If payment to LCETSB is late and/or decreased, LCETSB's obligation to LINCOLNSHIRE ETSB shall be delayed and/or reduced to the same extent but such obligation shall be reinstated to the extent that the telecommunications carriers make up any prior underpayment.
4. Surcharge funds transferred from LCETSB to LINCOLNSHIRE ETSB on behalf of RIVERWOODS may be used for only approved expenses as listed in Section 750/15.4 of the Illinois Emergency Telephone System Act (50 ILCS 750/15.4). Further, any of these aforementioned funds used to compensate call-taking, emergency services dispatchers must also comply with guidelines articulated in two Illinois Attorney General Opinions directed to this issue (1998 Ill.Atty.Gen.Op. 024 and 1998 Ill.Atty.Gen.Op. 009). These standards shall apply until and unless subsequent case law, published Illinois Attorney General Opinions or legislative enactments revise or alter such standards.

5. LINCOLNSHIRE ETSB will retain all financial records related to the receipt of LCETSB surcharge funds and subsequent expenditure for at least three years after each payment and, upon request, will make available for inspection and copying by a *duly authorized agent of LCETSB, wage records, equipment invoices, expenditure detail and any other relevant notes or documents* as will allow LCETSB to verify continued compliance with Paragraph 4 of this AGREEMENT. The COUNTY will have the absolute right to terminate this agreement for cause upon 30 (thirty) days written notice to the other PARTIES. After giving written notice advising of the COUNTY's disapproval of any particular expenditure of funds, all parties will attempt, in good faith, to reconcile any disagreements within 30 (thirty) days. During such time as the disputed use of funds has not been resolved LINCOLNSHIRE ETSB will cease making expenditures for the purposes to which the COUNTY has objected. If there is no reconciliation within 30 (thirty) days the decision of the COUNTY is final.

6. Said payment for call handling services will be paid to LINCOLNSHIRE ETSB quarterly and within 60 (sixty) days of the end of each quarter after LCETSB receives the funds from the telecommunications carriers. The quarterly payment periods will coincide with the LCETSB fiscal year quarters. To ensure the accuracy of calculations for the line-count based payments, LCETSB will request annual, exact line-count reports from the telecommunications carriers. These annual reports will form the basis for the quarterly payments for the relevant fiscal year. If there is a charge to LCETSB for the annual line count reports, said costs will be borne by LINCOLNSHIRE ETSB.

7. RIVERWOODS and LINCOLNSHIRE agree to defend themselves in any actions brought against them in connection with or as the result of this AGREEMENT and agree to defend, indemnify and hold the COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of RIVERWOODS or LINCOLNSHIRE or those of their agents or representatives or employees in the performance of this AGREEMENT or in the furtherance thereof.

8. This AGREEMENT shall be effective on the date on which all of the PARTIES shall have signed this AGREEMENT, provided that the PARTIES shall not be required to perform hereunder unless and until the PLAN MODIFICATIONS are approved by the ICC.

9. Immediately upon the effective date of this AGREEMENT, the redirection of the LCETSB surcharge funds to LINCOLNSHIRE ETSB on behalf of RIVERWOODS will comprise the complete and total financial benefit to RIVERWOODS as a member of the LCETSB. This includes, but is not limited to, the transfer of responsibility for all maintenance and upgrades of RIVERWOODS mobile data equipment, the cost of which was previously reimbursed by the LCETSB, from the LCETSB to LINCOLNSHIRE ETSB and transfer of responsibility for monthly Alerts fees from LCETSB to

LINCOLNSHIRE ETSB. An itemized list of said equipment and ALERTS fees for fiscal year 2004 is attached in Appendix A, which is incorporated by reference into this AGREEMENT.

10. All notices required to be sent by the respective parties to this Agreement shall be given as follows:

COUNTY

Peter Austin
Assistant County Administrator
Lake County Administrator's Office
18 N. County Street
Waukegan, IL 60085

and

Dave Dato (or his successor in office)
Chairman, Lake County ETSB
1303 N. Milwaukee Avenue
Libertyville, IL 60048

LINCOLNSHIRE

Randy Melvin (or his successor in office)
Chairman, Lincolnshire ETSB
Olde Half Day Road
Lincolnshire, IL 60069

RIVERWOODS

Morris Weinstein (or his successor in office)
Chief, Riverwoods Police Department
300 Portwine Road
Riverwoods, IL 60015

All notices, requests and other communications under this agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile or by licensed, overnight courier to the appropriate party at its address immediately set forth above. Notice shall be deemed given at the time delivered, if personally delivered; at the time indicated on the duly completed postal service return receipt, if delivered by certified mail and at the time of the facsimile if sent thusly or on the next business day if delivered by overnight courier.

11. This AGREEMENT shall be in effect for two (2) years and, subsequently, shall renew automatically for consecutive five (5)-year terms unless any PARTY shall give 90 (ninety) days written notice otherwise, prior to the commencement of any five (5)-year renewal term, provided, however, that any PARTY shall have

an absolute right to terminate this AGREEMENT with or without cause upon ninety (90) days written notice to the other PARTIES. If RIVERWOODS shall cease to be part of the LCETSB's service area pursuant to Illinois statute, this AGREEMENT shall automatically terminate. However, if the COUNTY or RIVERWOODS terminates this AGREEMENT without cause, LINCOLNSHIRE ETSB shall be entitled to receive the fees set forth above in Paragraph 3 through the date of termination notwithstanding such surcharge may not as yet have been billed or collected until after the date of such termination. Reimbursement will not be paid to LINCOLNSHIRE ETSB unless and until surcharge funds have been received by LCETSB from the telecommunications carriers.

12. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and the PARTIES may not assign their rights and obligations under this AGREEMENT.

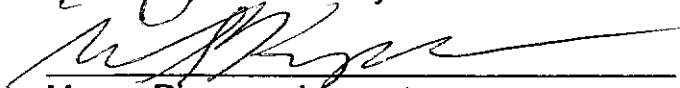
13. This AGREEMENT, including the incorporated Appendix, contains the entire understanding of the parties with respect to the subject matters of this AGREEMENT. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein. This AGREEMENT supersedes all prior agreements and undertakings between the PARTIES with respect to its subject matter. This AGREEMENT may be amended only by a written instrument duly executed by all of the PARTIES or by their successors or assigns.

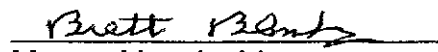
14. The invalidity of any provision of this AGREEMENT shall not impair the validity of any other provision. If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the AGREEMENT shall be enforced as severed or as modified by the court.

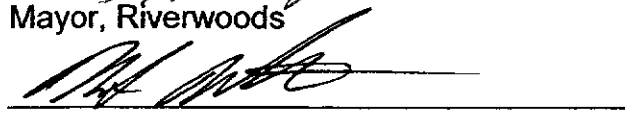
15. This AGREEMENT and all Amendments and Appendices thereof shall be governed and construed in accordance with the laws of the State of Illinois.


Chairman, Lake County Board


Chairman, Lake County ETSB


Mayor, Riverwoods


Mayor, Lincolnshire


Chief, Riverwoods Police Department


Chairman, Lincolnshire ETSB

DATE 3-23-05

**Village of Riverwoods Police Department
Reimbursements
Fiscal Year 2004**

Alerts monthly fees for non Lake County ETSB clients are \$60.50 per month/per unit plus a one time start up fee of \$1,000.00.

Lake County ETSB Alerts user monthly fee is \$11.00 per month/per unit.

Savings of \$49.50 per month, per unit.

The Riverwoods Police Dept. original Alerts Invoice (#16239) in the amount of \$2,452.00 was submitted to the Lake County ETSB for payment. The Lake County ETSB staff contacted Alerts and negotiated Lake County ETSB pricing for Riverwoods Police Dept. units. Alerts issued a new invoice including the one time start up fee of \$1,000.00 and \$11.00 per unit/per month. Total invoice (#16239) of \$1,363.00 was paid by Lake County ETSB.

ON GOING EXPENDITURES PAID TO DATE BY LAKE COUNTY ETSB		
Alerts fees 07/02 B 01/03		\$363.00
Alerts fees 01/03 B 07/03		\$286.00
Alerts fees 07/03 B 01/04		\$286.00
Alerts fees 01/04 B 07/04		\$286.00
Alerts fees 07/04 B 01/05	Estimate	(\$286.00)
TOTAL		\$1,507.00

REIMBURSEMENT AND/OR INVOICES PAID BY LAKE COUNTY ETSB		
QUANTY	DESCIPTION	AMOUNT
1	Alerts start up fee	\$1,000.00
4	THE B USC Software	\$1,600.00
3	CF-28 mcfazem Panasonic computer	\$11,709.00
1	CF-28 stjzdm Panasonic computer	\$3,225.00
3	CF-WMKb271 backlight keyboards	\$879.00
1	CF-WMKB281 backlight keyboard	\$245.00
1	CF-vcd271 CD-Rom for above	\$325.00
3	VRM for CF-28 (Alerts)	\$6,912.00
1	VRM for CF-28 (Alerts)	\$2,198.00
4	Installations	\$1,000.00
4	Docking Stations and supplies	\$2,891.80
	TOTAL	\$31,984.80

**Total amount paid by Lake County ETSB to the
Village of Riverwoods and/or Alerts is \$33,205.80.**

Appendix A